



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-04-R-0066 <b>MOD/AMD</b> 0005	<b>Page</b> 2 <b>of</b> 4
<b>Name of Offeror or Contractor:</b>		

SECTION A - SUPPLEMENTAL INFORMATION  
THE PURPOSE OF AMENDMENT 0005 TO SOLICITATION W52P1J-04-R-0066 IS AS FOLLOWS:

1. TO REVISE SECTION I, NARRATIVE I-001, PAGE 4 OF AMENDMENT 0004, LOCAL CLAUSE ENTITLED "ECONOMIC PRICE ADJUSTMENT-STEEL, ALUMINUM, AND BRASS (ACTUAL COST) AS FOLLOWS:

(A). PARAGRAPH (C)(4) IS CHANGED FROM TEN (10) PERCENT TO FIVE (5) PERCENT.

(B). THE FOLLOWING IS ADDED TO PARAGRAPH (D):

NOTE: OFFERORS ARE TO FILL IN THE TABLE THE WAY IT IS IN THE SOLICITATION. OFFERORS WILL INCLUDE THE AMOUNT OF STEEL, ALUMINUM, AND BRASS IT IS BUYING AND THE AMOUNT THAT IS INCLUDED IN EACH UNIT PRICE. OFFERORS NEED TO DETERMINE HOW TO HANDLE SCRAP IN ITS PROPOSAL. SCRAP FACTORS OR OFFSETS DUE TO SCRAP SALES WILL NOT BE A PART OF ANY PRICE ADJUSTMENT UNDER THIS CLAUSE.

- TO EXTEND THE CLOSING DATE OF THIS SOLICITATION TO 4 MARCH 2005 1500 CST.
- TO EXTEND ALL QUESTIONS/COMMENTS REGARDING THIS SOLICITATION TO 25 FEBRUARY 2005.
- ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND APPLICABLE.

\*\*\* END OF NARRATIVE A 006 \*\*\*

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0066      MOD/AMD 0005</p>	<p style="text-align: center;"><b>Page 3 of 4</b></p>
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

16.203-4(C)

ECONOMIC PRICE ADJUSTMENT-STEEL, ALUMINUM, AND BRASS (ACTUAL COST)

LOCAL

(a) This clause applies to the unit price(s) for steel, aluminum, and brass utilized in production of CTG 20MM 4 PGU-27AB / 1 PGU-30 and CTG 20MM PGU-27A/B TP BP only. The amount of increases or decreases will be limited to the unit price(s) of the actual material (steel, aluminum, and brass) only and shall not include such costs as labor, overhead, G&A, and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for the steel, aluminum, and brass either increases or decreases. For the purpose of defining contract performance, the basic contract and any options are considered to be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel, aluminum, and brass results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date, and (2) to revise the unit price(s) of steel, aluminum, and brass as proposed to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

- (c) Any price adjustment under this clause is subject to the following limitations:
- (1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel, aluminum, and brass. There shall be no adjustment for:

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in unit price(s) other than those proposed; or

(iii) Changes in the quantities of steel used from those proposed for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the unit price(s) for steel, aluminum, and brass which would not result in a net change of at least three (3) percent of the then current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the Contractor anticipates that an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed five (5) percent of the original contract line item unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of steel, aluminum, and brass during all reasonable times until the end of three years after the date of final payment under this contract, or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause, the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for steel, aluminum, and brass. As also required by this provision, the contractor shall provide the information required below:

NOTE: Offerors are to fill in the table the way it is in the solicitation. Offerors will include the amount of steel, aluminum, and brass it is buying and the amount that is included in each unit price. offerors need to determine how to handle scrap in its proposal. scrap factors or offsets due to scrap sales will not be a part of any price adjustment under this clause.

	CLIN 0001	CLIN 0001	CLIN 0002	CLIN 0002	CLIN 0003	CLIN 0003
	55% Base	150% Option	45% Base	150% Option	100% Base	300% Option
	1,263,712 each	1,895,568 each	1,033,946 each	1,550,919 each	327,537 each	982,611 each

TOTAL POUNDS OF STEEL						
STEEL PRICE						
APPLICABLE SURCHARGES						
TOTAL STEEL PRICE						

UNIT STEEL PRICE						
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TOTAL POUNDS OF ALUMINUM						
ALUMINUM PRICE						
APPLICABLE SURCHARGES						
TOTAL ALUMINUM PRICE						

UNIT ALUMINUM PRICE						
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TOTAL POUNDS OF BRASS						
BRASS PRICE						
APPLICABLE SURCHARGES						
TOTAL BRASS PRICE						

UNIT BRASS PRICE						
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THE ABOVE DETAILED DATA REQUIRED BY THE EPA CLAUSE SHOULD BE SUBMITTED WITH YOUR ORIGINAL PROPOSAL SUBMISSION. SUPPORTING DOCUMENTATION IS ALSO REQUIRED IN THE FORM OF A VENDOR QUOTE, PURCHASE ORDER, INVOICES, ETC., TO SUBSTANTIATE THE STEEL, ALUMINUM, AND BRASS UNIT PRICES SUBMITTED ABOVE.